

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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DATE FILED: 10/5/12

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JUANA MORALES,

Plaintiff,

-against-

CITY OF NEW YORK DEPARTMENT OF JUVENILE
JUSTICE,

Defendant.
----- x

ORDER
**STIPULATION OF
SETTLEMENT AND
DISCONTINUANCE WITH
PREJUDICE**

10 Civ. ~~0892~~ (JGK)(AJP)
0829

WHEREAS, plaintiff Juana Morales ("Plaintiff") commenced this action on or about February 3, 2010, claiming that defendant discriminated and retaliated against her in violation of Title VII of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000e, et seq.; the Age Discrimination in Employment Act, 29 U.S.C. §§ 621, et seq. ("ADEA"); the Americans with Disabilities Act, 42 U.S.C. §§ 12112, et seq. ("ADA"); the Equal Pay Act, 29 U.S.C. §§ 201 et seq. ("EPA"); the New York State Human Rights Law, N.Y. Exec. Law §§ 290, et seq. ("SHRL"); and the New York City Human Rights Law, N.Y. City Admin. Code §§ 8-101, et seq. ("CHRL"); and

WHEREAS, defendant denies any and all liability arising out of plaintiff's allegations; and

WHEREAS, the parties now desire to resolve all of the issues raised in this litigation, without further proceedings and without admitting any fault or liability;

NOW, THEREFORE, IT IS HEREBY AGREED, by and among the undersigned, as follows:

1. The above-captioned action is hereby discontinued with prejudice and without costs, fees, disbursements, or expenses to any party except as specified in paragraph "2" below.

2. Defendant City of New York Department of Juvenile Justice ("DJJ"), agrees to pay plaintiff the amount of ~~ten thousand dollars~~ _____ dollars (\$10,000.00) ("Settlement Amount"). It is agreed that the payments described in this stipulation of settlement shall be in full satisfaction of all claims that were or could have been raised in this proceeding, including claims for costs, expenses and attorney fees.

3. The Settlement Amount set forth in paragraph "2" above shall be pensionable and is to be included in the calculation of plaintiff's pension benefits, to the extent provided in applicable law.

4. In consideration of the payment to be performed by DJJ described in paragraph "2" above, plaintiff agrees to the dismissal with prejudice of any and all rights of action or claims against defendant DJJ, the New York City Administration for Children's Services ("ACS"), and the City of New York, and their successors or assigns, and to release defendant DJJ, ACS, and the City of New York, and any present or former officials, employees or agents of DJJ, ACS, or the City of New York ("Released Parties") from any and all claims, liabilities and/or causes of action which plaintiff has or may have against any of the Released Parties based on any act, omission, event or occurrence occurring from the beginning of the world up through and including the date hereof, including, without limitation, any and all claims which were or could have been alleged by plaintiff in this action arising out of the events alleged in the complaint herein, including all claims for fees and costs. Plaintiff also agrees to the dismissal and discontinuance with prejudice of all claims, charges, complaints, or grievances,

filed by her against defendant DJJ, ACS, or the City of New York in any forum, and plaintiff specifically agrees to execute any further documents required by such forum to accomplish such discontinuance.

5. Plaintiff shall execute and deliver to defendant's attorney all documents necessary to effect this settlement, including, without limitation, a release in the form attached hereto as Exhibit "A," the affidavit concerning Liens attached hereto as Exhibit "B," and the City of New York Substitute W-9 form attached hereto as Exhibit "C."

6. Nothing contained herein shall be deemed to be an admission of the truth of any of the allegations set forth in the complaint, or an admission by the defendant that it has in any manner or way violated plaintiff's rights, or the rights of any other person or entity, as defined in the constitutions, statutes, ordinances, rules or regulations of the United States, the State of New York, DJJ, ACS, or the City of New York or any other rules, regulations or bylaws of any department or subdivision of DJJ, ACS, or of the City of New York. The parties agree that this stipulation is not related to any other litigation or settlement negotiations and that it will not be offered as evidence in any proceeding except to enforce the terms of this settlement.

7. Nothing contained herein shall be deemed to constitute a policy or practice of DJJ, ACS, or of the City of New York.

8. This Stipulation of Settlement and Discontinuance contains all the terms and conditions agreed upon by the parties hereto, and no oral agreement entered into at any time nor any written agreement entered into prior to the execution of this Stipulation of Settlement and Discontinuance shall be deemed to exist, or to bind the parties hereto, or to vary the terms and conditions contained herein.

Dated: New York, New York
October 5, 2012

Juana Morales
Plaintiff Pro Se
108 Norfolk Street, Apt. 3D
Bronx, N.Y. 10002
(646) 823-9581

MICHAEL A. CARDOZO
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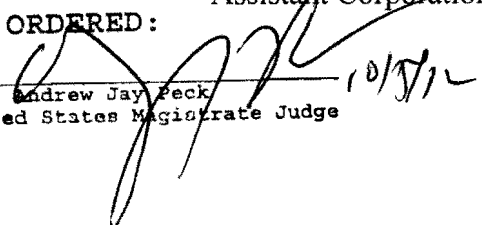
By: 

Juana Morales
Plaintiff

By: 

Benjamin Welikson
Assistant Corporation Counsel

SO ORDERED:


Hon. Andrew Jay Peck
United States Magistrate Judge

APPENDIX A

WAIVER AND RELEASE

KNOW THAT I, JUANA MORALES, the plaintiff in the proceeding entitled Morales v. City of New York Department of Juvenile Justice, Docket No. 10 Civ. 0892, filed in the United State District Court for the Southern District of New York, in consideration of the agreement by defendant to pay me ten thousand dollars - Dollars (\$ 10,000.00) do hereby waive, release and discharge defendant City of New York Department of Juvenile Justice ("DJJ"), the New York City Administration for Children's Services ("ACS") and the City of New York, their successors, or assigns, and all past and present officials, employees, representatives and agents of DJJ, ACS, and the City of New York, from any and all liability, claims, or rights of action which I have or may have against the Released Parties resulting from anything which has happened to date, whether known or unknown, including, but not limited to (i) any right or claim that may exist or arise up to and including the date that this Waiver and General Release is signed; and (ii) any and all other liability, claims or rights of action which were or could have been alleged by me in the above-referenced action arising out of the events alleged in this action, including, but not limited to, all claims for expenses and costs.

THE UNDERSIGNED HAS READ THE FOREGOING WAIVER AND RELEASE AND FULLY UNDERSTANDS IT.

IN WITNESS WHEREOF, I have executed this Waiver and Release this ____ day of October, 2012.


JUANA MORALES

On the 5th day of Oct 2012, before me personally came and appeared Juana Morales, to me known and known to me to be the individual described in and who executed the foregoing instrument, and who duly acknowledged to me that she executed the same.


NOTARY PUBLIC

HON. ANDREW J. PECK
United States Magistrate Judge
Southern District of New York

APPENDIX B

APPENDIX C

DO NOT SUBMIT FORM TO IRS - SUBMIT
FORM TO REQUESTING AGENCY

9/07 Revision

CITY OF NEW YORK

SUBSTITUTE FORM W-9:

REQUEST FOR TAXPAYER IDENTIFICATION NUMBER & CERTIFICATION

TYPE OR PRINT INFORMATION NEATLY. PLEASE REFER TO INSTRUCTIONS FOR MORE INFORMATION.

Part I: Vendor Information

1. Legal Business Name: (As it appears on IRS EIN records, CP575, 147C - or -
Social Security Admin records, Social Security Card, certified Form SSA7028)

2. If you use DBA, please list below:

3. Entity Type (Check one only):

☐

Church or Church-Controlled Organization

☐

Personal Service Corporation

☐Non-Profit
Corporation☐Corporation/
LLC☐

Government

☐City of New York
Employee☐Individual / Sole
Proprietor☐

Trust

☐

Joint Venture

☐Partnership/
LLC☐Single Member LLC
(Individual)☐Resident/Non-
Resident Alien☐Non-United States
Business Entity☐

Estate

Part II: Taxpayer Identification Number (TIN) & Taxpayer Identification Type

1. Enter your TIN here: (DO NOT USE DASHES)

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2. Taxpayer Identification Type (check appropriate box):

☐Employer ID No.
(EIN)☐Social Security No.
(SSN)☐Individual Taxpayer
ID No. (ITIN)☐N/A (Non-United United
States Business Entity)

Part III: Primary 1099 Vendor & Remittance Address

1. Primary 1099 Vendor Address:

Number, Street, and Apartment or Suite Number

City, State, and Nine Digit Zip Code or Country

2. Remittance Address:

Number, Street, and Apartment or Suite Number

City, State, and Nine Digit Zip Code or Country

Part IV: Exemption from Backup Withholding

For payees exempt from Backup Withholding, check the box below. Valid explanation required for exemption. See instructions.

☐

Exempt from Backup Withholding

Part V: Certification

The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

Under penalties of perjury, I certify that the number shown on this form is my correct Taxpayer Identification Number (TIN).

Sign

Here:

Signature

Phone Number

Date

Print Preparer's Name

Phone Number

Contact's E-Mail Address:

FOR SUBMITTING AGENCY USE ONLY

Submitting
Agency Code:Contact
Person:Contact's E-
Mail Address:Telephone
Number:

Payee/Vendor Code:

DO NOT FORWARD W-9 TO COMPTROLLER'S OFFICE. AGENCIES MUST FAX COMPLETED W-9 FORMS TO THE VALIDATION UNIT.

No. 10 Civ. 0892 (JGK)(AJP)

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

JUANA MORALES,

Plaintiff,

-against-

CITY OF NEW YORK DEPARTMENT OF JUVENILE
JUSTICE,

Defendant.

**STIPULATION OF SETTLEMENT AND
DISCONTINUANCE WITH PREJUDICE**

MICHAEL A. CARDOZO

Corporation Counsel of the City of New York

Attorney for Defendant

100 Church Street, Room 2-196

New York, N.Y. 10007

Of Counsel: Benjamin Welikson

Matter No: 2010-013293

Tel: (212) 788-0924

Due and timely service is hereby admitted.

New York, N.Y., 201 . . .

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Attorney for